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 8 HOCB RETAIL LLC and SIRENS DESIGN LLC

9

10 **UNITED STATES DISTRICT COURT**
 11 **CENTRAL DISTRICT OF CALIFORNIA**

12 HOCB RETAIL LLC, a Nevada limited
 13 liability company; and SIRENS DESIGN
 14 LLC, a California limited liability
 company,

15 Plaintiffs,

16 vs.

17 TIA EVANS, an individual; EVANS HR
 18 PROS, LLC, a California limited liability
 company; DON EVANS &
 19 ASSOCIATES LLC, a California limited
 liability company; DANY D. IM a/k/a
 20 DANEVA IM, an individual; and DOES
 1through 10, inclusive,

21 Defendants.

22 Case No. 5:25-cv-01632

23 **VERIFIED COMPLAINT FOR:**

- 24 1) **CIVIL RACKETEERING IN
 25 VIOLATION OF 18 U.S.C.
 § 1962(C);**
- 26 2) **CONSPIRACY TO COMMIT
 27 CIVIL RACKETEERING IN
 VIOLATION OF 18 U.S.C.
 § 1962(D);**
- 28 3) **BREACH OF CONTRACT**
- 1) **MONEY HAD AND RECEIVED;**
- 2) **CONSTRUCTIVE TRUST;**
- 3) **CONVERSION;**
- 4) **BEACH OF FIDUCIARY DUTY;**
- 5) **FRAUDULENT CONCEALMENT;**
- 6) **CONSTRUCTIVE FRAUD;**
- 7) **UNJUST ENRICHMENT;**
- 8) **VIOLATION OF CAL. PENAL
 CODE § 496;**
- 9) **DECLARATORY RELIEF; AND**
- 10) **INJUNCTIVE RELIEF**

11 **JURY TRIAL DEMANDED**

1 Plaintiffs HOCB Retail LLC (“HOCB”) and Sirens Design LLC (“Sirens
 2 Design”) (together, “Plaintiffs”), complain and allege as follows:

3 **INTRODUCTION**

4 1. House of CB is the trade name of a women’s retail clothing boutique
 5 founded in the UK. House of CB’s U.S. brick-and-mortar operations are conducted
 6 by HOCB and Sirens Design.

7 2. Beginning in approximately 2019, HOCB and Sirens Design retained
 8 Defendants Tia Evans and Don Evans & Associates LLC (“Don Evans &
 9 Associates”) to act as a Human Resources consultant for HOCB and Sirens Design.
 10 From 2023 until June 2025, Evans and the other defendants engaged in a brazen
 11 scheme to steal over \$5 million from Plaintiffs by creating fictitious employees and
 12 adding those fictitious employees to store payroll. In all, Defendants caused over
 13 2,000 fraudulent direct deposits to be issued under phony names to bank accounts
 14 controlled by Defendants.

15 3. House of CB’s management is based in London, England, and
 16 accordingly, it was not familiar with U.S. employment laws, regulations, and
 17 customs. Evans represented to HOCB and Sirens Design that her experience would
 18 be beneficial to HOCB and Sirens Design, and that she could advise the companies
 19 on all aspects of U.S. employment. After she was retained, Evans represented that
 20 it was ordinary and customary for a person in her position to have access to and
 21 control over company payroll records. HOCB and Sirens Design trusted Evans and
 22 gave her access to their payroll system.

23 4. Having secured Plaintiffs’ trust, Evans commenced executing her
 24 fraudulent scheme. Evans created employment records and accounts for fictional
 25 employees, utilized her administrative access to the payroll system to manually
 26 enter working hours for each of these fictional employees, caused HOCB and
 27 Sirens Design’s payroll processing company to initiate direct deposits for each of
 28 these “employees,” and, in an effort to conceal her scheme, deposited the checks

into multiple bank accounts controlled by Evans, Defendant Evans HR Pros, LLC (“Evans HR Pros”), or other conspirators, including Defendant Dany D. Im.

5. Over the course of approximately two years, through sham payroll payments, Defendants wrongfully and fraudulently embezzled no less than \$5,241,566.94 from Plaintiffs.

JURISDICTION AND VENUE

6. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1331 because the action arises, in part, under the Federal Racketeering Influenced and Corrupt Organizations Act (“RICO”).

7. This Court has jurisdiction over Plaintiffs' related state and common law claims pursuant to the doctrine of supplemental jurisdiction under 28 U.S.C. § 1337(a) because they are all part of the same case or controversy.

8. Venue is proper in this District pursuant to 28 U.S.C. § 1331(b)(2) because a substantial part of the events or omissions giving rise to the claims occurred in this District.

PARTIES

9. Plaintiff HOCB Retail LLC (d/b/a House of CB) is a Nevada limited liability company and women's fashion retailer that operates brick-and-mortar stores in the United States under the trade name House of CB.

10. Plaintiff Sirens Design LLC is a California limited liability company and women's fashion retailer based in West Hollywood, California. Together with HOCB, Sirens Design LLC operates brick-and-mortar retail stores in California and throughout the United States.

11. Defendant Tia Evans is an individual and, upon information and belief, resides in the City of Moreno Valley, California.

12. Plaintiffs are informed and believe, and based thereon allege, that Defendant Evans HR Pros, LLC is a California limited liability company with its principal place of business located in the City of Moreno Valley, California.

1 Plaintiffs are further informed and believe, and based thereon allege, that Evans is
 2 the sole member and Chief Executive Officer of Evans HR Pros.

3 13. Plaintiffs are informed and believe, and based thereon allege, that
 4 Defendant Don Evans & Associates LLC is a California limited liability company.
 5 Plaintiffs are further informed and believe, and based thereon allege, that Don
 6 Evans & Associates is owned by and operated by Evans and her husband, Don
 7 Evans.

8 14. Defendant Dany D. Im a/k/a Daneva Im is an individual and, upon
 9 information and belief, resides in the city of Moreno Valley, California.

10 15. Plaintiffs are informed and believe, and on that basis allege, that at all
 11 relevant times, each of the Defendants was, and is, in some manner responsible to
 12 Plaintiffs for the embezzlement and theft of millions of dollars, that each Defendant
 13 was an aider and abettor, joint tortfeasor, agent, employee, affiliate, and/or
 14 representative of other Defendants, in whole or in part, and that each Defendant, in
 15 doing the things alleged herein, acted and continues to act within the scope of that
 16 agency, representation, and/or employment and with the knowledge and consent of
 17 said Defendants.

18 16. Plaintiffs are informed and believe, and on that basis allege, that
 19 Defendants, and each of them, conspired together and willfully formed a deliberate
 20 design and purpose, and/or entered into a scheme to, commit the acts and/or
 21 omissions herein alleged, and in pursuance thereof, did and/or caused to be done
 22 such acts and/or omissions, and that all of said acts and/or omissions were
 23 participated in and were done by all of these Defendants, or any one of them, as
 24 steps in furtherance of said conspiracy and for the unlawful purposes set forth
 25 herein.

26 17. Plaintiffs are presently unaware of the true names and capacities of the
 27 Defendants sued herein as DOES 1 through 10, inclusive, and therefore sue these
 28 Defendants by such fictitious names. Plaintiffs will amend this Complaint to allege

1 these Defendants' true names and capacities when ascertained. Plaintiffs are
 2 informed and believe, and on that basis alleges, that each of the fictitiously named
 3 Defendants is an aider and abettor, joint tortfeasor, agent, employee, affiliate,
 4 and/or representative of other Defendants, and is legally responsible for the
 5 unlawful conduct herein alleged.

6 **ALLEGATIONS COMMON TO ALL CLAIMS**

7 18. House of CB is a women's fashion retailer based in London, England.
 8 The roots of House of CB began in 2009 when Connor Walker – then a teenager –
 9 began importing bandage dresses to the UK from overseas and reselling them on
 10 eBay. Originally known as Celeb Boutique, Ms. Walker, relying on a loan of a few
 11 thousand pounds from her father, contracted to build her first website in 2010,
 12 www.celebboutique.com. From these humble beginnings, Ms. Walker, using her
 13 business acumen, eye for fashion, and ability to recognize an unserved area of the
 14 market, built a global fashion brand now known as House of CB. House of CB
 15 operates a global online e-commerce site, www.houseofcb.com, and operates
 16 bricks-and-mortar retail stores in the UK, the United States (with several locations
 17 in the greater Los Angeles area, including Melrose Avenue), and in Australia.

18 19. By any measure, House of CB is an entrepreneurial success story. Ms.
 19 Walker has built her global fashion brand by developing and marketing the concept
 20 of "affordable luxury" – i.e., high-quality, fashionable clothing at a reasonable
 21 price. No longer a reseller of clothing, each garment sold by House of CB is
 22 designed in its London studios, and the company's sought-after designs have been
 23 worn by celebrities such as Beyonce, Lady Gaga, Jennifer Lopez, and the
 24 Kardashians. Within the United States, the House of CB retail stores are operated
 25 by two companies: Plaintiffs HOCE Retail LLC and Sirens Design LLC.

26 20. In or around 2019, HOCE and Sirens Design, upon the
 27 recommendation of one of their advisors, retained Tia Evans, through her company,
 28 Don Evans & Associates (and then later, Evans HR Pros), to help manage their

1 human resources operations in House of CB's growing U.S. brick-and-mortar retail
 2 stores operations. Because House of CB was founded in London and most of its
 3 management team was located in London, House of CB was unfamiliar with U.S.
 4 employment rules and regulations. Evans presented herself as a "one-stop-shop"
 5 for House of CB's human resources needs.

6 21. In 2019, Plaintiffs and Evans entered into an oral agreement pursuant
 7 to the terms of which, Evans, through her company Don Evans & Associates would
 8 perform certain human resources services on behalf of HOCB and Sirens Design
 9 (the "Agreement"). Under the Agreement, Evans would invoice Sirens Design
 10 and HOCB for services rendered, and Plaintiffs would pay the amounts invoiced.

11 22. The invoices submitted by Evans directed Plaintiffs to make payments
 12 to various bank accounts held in her name, including Bank of America account
 13 ending x0002 and x3238 and, as time went on, more frequently directed payments
 14 to be made to her company, Evans HR Pros at JPMorgan Chase Bank, N.A.,
 15 account ending x8730. True and correct copies of sample invoices submitted by
 16 Evans to Plaintiffs are attached as **Exhibits A-C**.

17 **MAKE CHECK PAYABLE TO: Tia Evans**

19 **Domestic Wire Payment Options:**

20 **Account Holder Name: Tia Evans Bank of America**

21 **Routing Number [REDACTED] 0358**

21 **Account Number [REDACTED] 002**

22 **MAKE CHECK PAYABLE TO: Tia Evans**

22 **MAKE CHECK PAYABLE TO: Tia Evans**

24 **Domestic Wire Payment Options:**

24 **Domestic Wire Payment Options:**

24 **Account Holder Name: Tia Evans**

24 **Account Holder Name: Tia Evans**

25 **Routing Number [REDACTED] 0358**

25 **Routing Number [REDACTED] 0358**

25 **Account number: [REDACTED] 3238**

25 **Account number: [REDACTED] 3238**

1 23. Over time, Evans gained Plaintiffs' trust, and the scope of her services
 2 expanded, typically at Evans's own suggestion or request. In 2024, Plaintiffs paid
 3 Evans \$225,000 for her "HR consulting services." Again, because House of CB
 4 was inexperienced in U.S. employment matters (and the duties typically performed
 5 by Human Resources officers in the United States), House of CB deferred to
 6 Evans's expertise. Beginning in 2022, Evans lobbied to oversee all of Plaintiffs'
 7 approximately 25 U.S. retail stores' payroll.

8 24. At the time, HOCB and Sirens Design utilized Paychex for its payroll
 9 and primarily relied on it for its payroll management services. Evans, however,
 10 represented to Plaintiffs that in the United States, payroll typically fell within the
 11 purview of the human resources department. Relying on Evans's representations,
 12 in late 2022 Plaintiffs gave Evans control over their payroll, including
 13 administrative access to Plaintiff's Paychex account.

14 25. Within the Paychex payroll software, when an employee clocks in for
 15 work on the company computer, Paychex automatically calculates the amount of
 16 time worked, the amount of wages due to the employee, the appropriate
 17 withholding, and, on payday, processes the payroll and initiates the direct deposit
 18 into the employee's bank account. Administrators who have access to the payroll
 19 system can, in addition to the automated entries, create manual time entries. Evans
 20 used this functionality within the Paychex software to orchestrate her fraudulent
 21 scheme.

22 26. Beginning in November 2023, Evans created fictitious employee
 23 profiles within the Paychex system, complete with birthdays, Social Security
 24 numbers, and bank accounts—which Evans or her co-conspirators controlled—for
 25 purposes of receiving direct deposit payments from Plaintiffs. Once the fictitious
 26 employee profiles were setup in the Paychex system, Evans manually entered time
 27 entries for the "employees," allowing Evans to collect purported payroll payments
 28 on behalf of the fictitious employees. In order to evade detection of her fraudulent

1 scheme, in many instances, Evans created employees with names similar to existing
 2 or former employees, but with a slightly different spelling of their names, e.g.,
 3 “Diana Santuago” instead of Diana Santiago. To be clear, with the exception of
 4 Cynthia Evans—Evans’ deceased relative—and Defendant Dany Im (neither of
 5 whom ever worked for Plaintiffs), the fictitious employees are not real people,
 6 much less actual employees of Plaintiffs.

7 27. Evans created no less than 27 fictitious employees and linked those
 8 fake employee profiles to 10 different bank accounts, each of which, upon
 9 information and belief, is controlled by Defendants for purposes of receiving direct
 10 deposit payments from Plaintiffs. Remarkably, several of the bank accounts
 11 provided for the sham employees are the same accounts to which Evans included in
 12 the invoices she submitted to Plaintiffs for payment of her purported HR services,
 13 i.e. BofA accounts ending x0002 and x3238 and Chase account ending x8730. In
 14 total, between November 2023 and June 2025, Defendants absconded with more
 15 than \$5 million in company funds under the guise of purported payroll payments.
 16 The following is a summary of the known fictitious employees, the amounts paid
 17 thereto, and the associated bank accounts.

Fictitious Employee Name	Payor	Bank Acct Paid (Last 4 digits)	2023 Total Losses	2024 Total Losses	2025 Total Losses	Total Losses
Cynthia Evans ¹	HOCB	**3238	\$ 9,778.69	\$ 41,855.10	\$ -	\$51,633.79
Sonya Ruiz	Siren	**3238	\$ -	\$ 93,698.59	\$ 95,855.54	\$189,554.13
Britteny Hafner	Siren	**3238	\$ -	\$ -	\$ 48,666.80	\$48,666.80
Jaden Hartes	Siren	**3238	\$ -	\$ 175,712.77	\$ 43,705.50	\$219,418.27
Jarvan Paul	Siren	**3238	\$ -	\$ 126,410.66	\$ 51,753.43	\$178,164.09
Alexedraia Jardine	Siren	**9535	\$ -	\$ 128,654.33	\$ 93,242.65	\$221,896.98
Vapic E. Castillo	HOCB	**9535 **8611	\$ -	\$ 232,801.18	\$ 69,876.43	\$302,677.61
Vanessa Carter	HOCB	**8611	\$ -	\$ -	\$ 80,535.48	\$80,535.48
Arneld Courtney	HOCB	**8611	\$ -	\$ 209,666.68	\$ 58,360.71	\$268,027.39

1 Plaintiffs are informed and believe, and based thereon and allege, that Cynthia Evans is Tia Evans’s relative who died in 2022.

1 Fictitious Employee Name	2 Payor	3 Bank Acct Paid (Last 4 digits)	4 2023 Losses	5 Total	6 2024 Total Losses	7 2025 Total Losses	8 Total Losses
Dany D. Im	HOCB	**8611 **3100	\$ -	\$ 223,181.09	\$ 105,030.36	\$ 328,211.45	
Adrionna Adelle	Siren	**3100 **3254	\$ -	\$ 142,630.39	\$ 48,000.74	\$ 190,631.13	
Samone Randell	HOCB	**3254	\$ -	\$ 166,895.99	\$ 139,266.70	\$ 306,162.69	
Allicia Carilo	HOCB	**3254	\$ -	\$ 106,792.23	\$ 117,052.85	\$ 223,845.08	
Precious Thomaes	HOCB	**3254 **8730	\$ -	\$ 194,653.84	\$ 64,062.54	\$ 258,716.38	
Christane Arcas	Siren	**8730	\$ -	\$ 132,874.55	\$ 72,182.45	\$ 205,057.00	
Stacy Pereza	Siren	**8730	\$ -	\$ 120,059.32	\$ 87,507.81	\$ 207,567.13	
Diana Santuago	HOCB	**8730 **3513 **4539	\$ -	\$ 303,096.85	\$ 75,874.43	\$ 378,971.28	
Naiya Osburne	HOCB	**4539	\$ -	\$ 182,106.13	\$ 99,515.80	\$ 281,621.93	
Anal Humphrey	HOCB	**4539	\$ -	\$ -	\$ 104,015.28	\$ 104,015.28	
Samuel Nevin	HOCB	**4539	\$ -	\$ -	\$ 132,844.40	\$ 132,844.40	
Samanta Espiso	Siren	**4539	\$ -	\$ 142,358.73	\$ 53,201.09	\$ 195,559.82	
Arnulfoa Agayoe	Siren	**4539	\$ -	\$ 77,640.02	\$ 51,375.92	\$ 129,015.94	
Daneva Im	Siren	**4539	\$ -	\$ 324,372.71	\$ 23,987.26	\$ 348,359.97	
Mya Jenkans	HOCB	**8404	\$ -	\$ 74,716.36	\$ 70,300.73	\$ 145,017.09	
Nzunkie Campbell	Siren	**0002	\$ -	\$ 93,481.72	\$ 82,485.97	\$ 175,967.69	
Cailee Scott	HOCB		\$ 69,428.14	\$ -	\$ -	\$ 69,428.14	
Grand Total²			\$ 79,206.83	\$ 3,293,659.24	\$ 1,868,700.87	\$5,241,566.94	

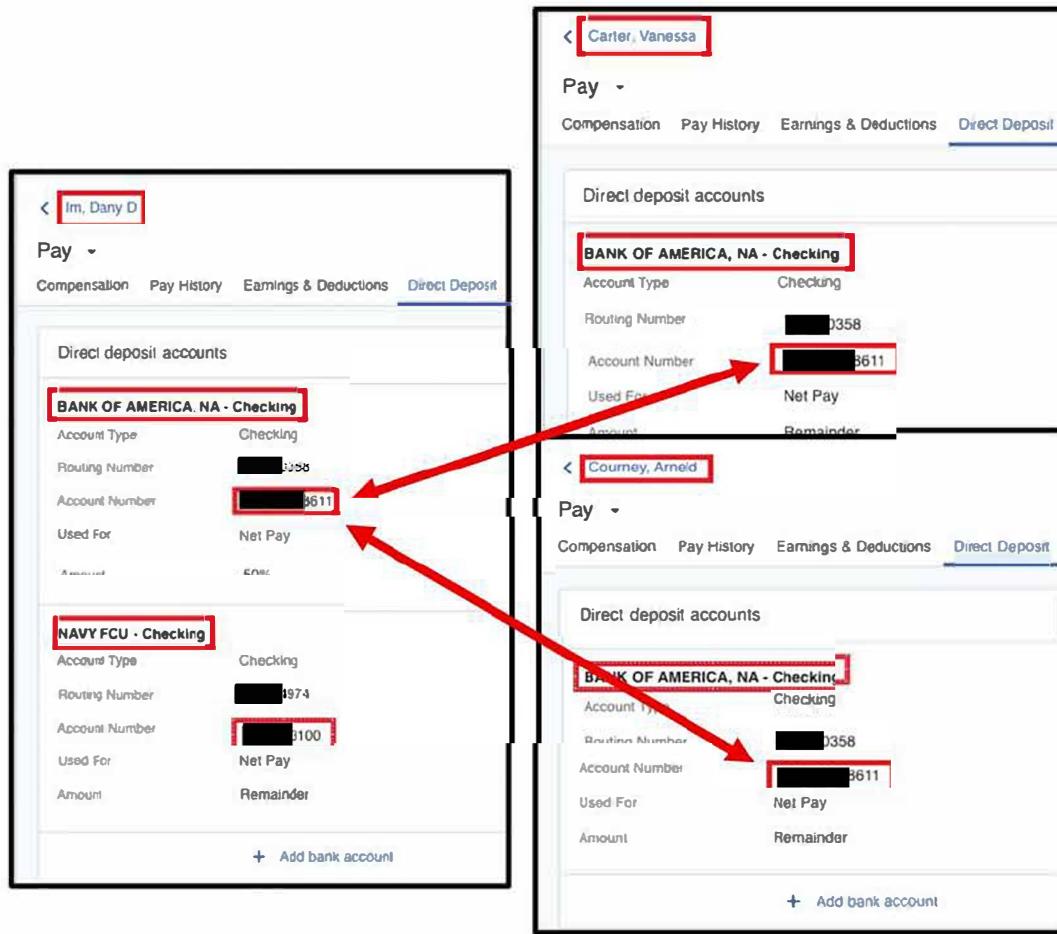
28. From November 2023 through June 2025, Evans, without authority and for her benefit and the benefit of her co-conspirators, created approximately 2,200 fraudulent payroll entries totaling more than \$5 million. The last fraudulent payroll transaction was made as recently as June 6, 2025. A true and correct copy of Plaintiffs' payroll statement for the fictitious employees, including the dates and amounts of each payment, is attached hereto as **Exhibit D**.

29. At the same time that Evans was stealing hundreds of thousands – and ultimately millions – of dollars from Plaintiffs, she was sending regular invoices to Plaintiffs' for the supposed work that she performed, all of which were timely paid

² These numbers reflect the gross total taken. In some instances, Evans withheld money for social security or Medicare tax, but in all but a handful of instances for one fictitious employee, she never withheld federal or state income tax.

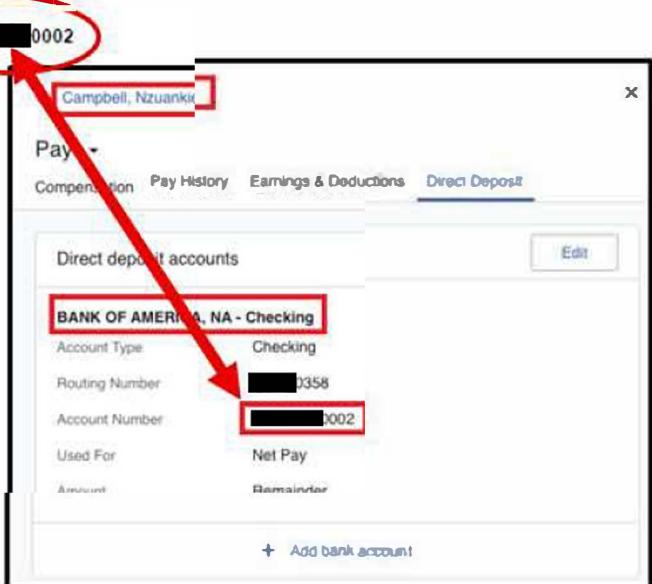
1 by Plaintiffs. Although House of CB is continuing to gather its payment records, it
2 received and paid scores, if not hundreds of invoices from Evans since the outset of
3 the relationship. In the ten-month period from March 1 to December 31, 2024
4 alone, Plaintiffs paid Evans \$228,600 for work that she was supposedly performing
5 on behalf of Plaintiffs.

6 30. Although nearly all of the identities created by Evans were fictitious,
7 at least one of the names is that of a real individual, Defendant Dany D. Im (a/k/a
8 Daneva Im). Upon information and belief, Evans is related to Ms. Im, and the bank
9 account information to which Ms. Im's direct deposits were made (a total of over
10 \$676,000) reflect Ms. Im's actual bank account (Bank of America Acct. No. ending
11 in 8611 and Navy Federal Credit Union Acct. No. ending in 3100). Furthermore,
12 several of the fictitious employees' deposits were made to the same bank account as
13 those made to Ms. Im. Two examples of this are set out below:



1
2 31. At least three of the accounts used for direct deposits as part of
3 Evans's scheme are the same accounts Evans listed on invoices sent to Plaintiffs on
4 behalf of Evans HR Pros (Bank of America Acct. No. ending in 3238; Bank of
5 America Acct. No. ending in 0002; and Chase Acct. No. ending in 8730).
6 Examples of invoices, along with records for the fictitious employees, are below:
7

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Evans HR Pros, LLC		INVOICE
24956 EL BRASO DRIVE MORENO VALLEY, CA 92551 TEL: (951) 488-5885		
Fed Tax ID: RR-2355557		CLIENT: ADDRESS:
		Siren Designs, LLC & HOCB
		BILL TO: SAME
13	Service Person: Tia Evans	Billing Period: 11/10/22
14	Sub Total: \$3116	
15	Please note that payments are due within 7 business days.	
16	Tax: Shipping & Handling: Previous Balance: Credit: Total Amount Due: \$3116	
17	MAKE CHECK PAYABLE TO: Tia Evans	
18	Domestic Wire Payment Options: Account Holder Name: Tia Evans Bank of America Routing Number [REDACTED] 0358 Account Number [REDACTED] 0002	
19		

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Discovery of the Scheme

2 32. An audit of Plaintiffs' financial statements for 2024 revealed that the
3 companies were operating at a loss. Knowing that the companies should have
4 achieved strong financial results, in June 2025, HOCB and Sirens Design began an
5 investigation into the reason for the loss, which ultimately revealed Defendants'
6 fraudulent scheme described above. Thereafter, Plaintiffs removed Evans's access
7 to the Paychex system and ceased making payments for her purported consulting
8 services. Plaintiffs are informed and believe that this tipped Evans off to the fact
9 that her fraud had been uncovered and Plaintiffs are further informed and believe
10 that Evans is currently taking actions to dissipate or transfer her assets, or otherwise
11 avoid liability. Plaintiffs are informed and believed, and on that basis allege that,
12 on or about June 15, 2025, Evans put her personal residence up for rent.

FIRST CLAIM FOR RELIEF

Civil Racketeering in Violation of 18 U.S.C. § 1962(c)
(Against All Defendants)

16 33. Plaintiffs incorporate by reference and reallege the preceding
17 paragraphs set forth above as if fully contained herein.

18 34. Defendants engaged in a fraudulent scheme over the span of over 20
19 months including over 2,200 fraudulent acts in the form of manual time entries over
20 the internet through Plaintiffs' Paychex platform, causing the distribution of no less
21 than \$5,241,566.94 in fraudulent payments to Defendants for hours not worked by
22 fictitious employees created by Evans and sent to accounts held or controlled by
23 Defendants.

24 35. As a direct and proximate result of the conduct of Defendants,
25 Plaintiffs, HOCE and Sirens Design, as well as non-parties Paychex and Sirens
26 Design Ltd., have been injured in their businesses and properties, causing Plaintiffs
27 to suffer monetary damages in an amount not less than \$5,241,566.94, said
28 damages to be proven at the time trial.

36. Because of Defendants' violations of 18 U.S.C. § 1962(c), Defendants are liable to Plaintiffs for three times the damages Plaintiffs have sustained, plus the cost of this suit, including reasonable attorneys' fees.

RICO Persons

37. Each Defendant, at all relevant times, is and has been a “person” within the meaning of 18 U.S.C. § 1961(3) because each Defendant is capable of holding, and does hold, “a legal or beneficial interest in property.”

The RICO Enterprise

9 38. Defendants constitute an association in fact under the meaning of
10 “enterprise” as defined in 18 U.S.C. § 1961(4). Beginning no later than November
11 2023, but likely at an earlier time unknown to Plaintiffs, Defendants associated
12 together as an enterprise for the purpose of executing a scheme to defraud Plaintiffs
13 through a pattern of racketeering activity consisting of distinct acts of wire fraud in
14 violation of 18 U.S.C. § 1343, fraud and related activity in connection with
15 identification documents, authentication features, and information in violation of 18
16 U.S.C. § 1028; fraud and related activity in connection with access devices as
17 defined by 18 U.S.C. § 1029; bank fraud in violation of 18 U.S.C. § 1344, and
18 money laundering in violation of 18 U.S.C. § 1956.

19 39. Although the enterprise is an association in fact, and therefore an
20 informal organization, it does have an operating structure. Evans holds a
21 supervisory role within the organization and plans and directs the affairs of the
22 enterprise. Evans devised the scheme and participated in the scheme with
23 Defendants Im, Evans HR Pros, Don Evans & Associates, and others currently
24 unknown to Plaintiffs. The scheme was designed to defraud both HOCE and Sirens
25 Design of money through a series of false and fraudulent transactions whereby
26 Evans would create fictitious employees in the human resources and payroll
27 systems of the two companies, enter fraudulent time into the payroll system
28 reflecting non-existent hours that the fictitious employees had supposedly worked,

1 and then the money would be paid into bank accounts controlled by Evans and the
2 other associates in the enterprise. Evans further participated in the enterprise by:
3 actively concealing and failing to disclose the fraud to Plaintiffs' management;
4 utilizing and causing Evans HR Pros to submit false invoices to Plaintiffs for
5 services not rendered, nor ever rendered, to Plaintiffs but rather for her own
6 personal gain; creating or causing to be created false payroll documents and
7 employment records to further the scheme; forging or utilizing without permission
8 the identity documents (including social security numbers) of other individuals to
9 create the fictitious employees; and using the ill-gotten gains from the fraud of
10 HOCB and Sirens Design for her own personal benefit.

11 40. Defendant Dany D. Im a/k/a Daneva Im participated in the scheme
12 along with Defendants Evans, Evans HR Pros, Don Evans & Associates, and others
13 currently unknown to Plaintiffs. Im participated by accepting payment of payroll
14 paid to fictitious employees knowing that she was not entitled to the receipt of the
15 money; failing to disclose the scheme to HOCB or Sirens Design; and using the ill-
16 gotten gains from the fraud of HOCB and Sirens Design for her own personal
17 benefit.

18 41. Evan HR Pros participated in the scheme along with Defendants
19 Evans, Im, Don Evans & Associates, and others currently unknown to Plaintiffs.
20 Evans HR Pros participated by submitting false invoices to Plaintiffs for services
21 not rendered, nor ever rendered, to Plaintiffs; creating false invoices and purported
22 work product to further the scheme; receiving stolen money in its bank accounts
23 and distributing that money to other participants in the enterprise; and failing to
24 disclose the scheme to HOCB or Sirens Design.

25 42. Don Evans & Associates participated in the scheme along with
26 Defendants Evans, Im, and Evans HR Pros, and others currently unknown to
27 Plaintiffs. Don Evans & Associates participated by presenting to HOCB and Sirens
28 Design that Evans was a legitimate provider of human resources services while

1 knowing, in fact, that Evans was defrauding Plaintiffs; and by failing to disclose the
2 fraud to HOCB or Sirens Design.

3 43. Each Defendant is employed by or associated with the RICO
4 enterprise, participated in the operation or management of the enterprise, and each
5 of Defendants are individuals or entities that are separate from the enterprise itself.

6 44. In the alternative, Evans HR Pros is an enterprise within the meaning
7 of 18 U.S.C. § 1961(4) as it is a legal entity separate and apart from the
8 racketeering activity alleged herein as it engages in the provision of human
9 resources services. On or around November 2023, Defendants began using Evans
10 HR Pros to provide a veil of legitimacy to their scheme to defraud and embezzle,
11 presenting the illusion of a legitimate human resources operation. Defendants
12 utilized bank accounts belonging to Evans HR Pros to receive and distribute money
13 stolen from HOCB and Sirens Design, and Evans HR Pros knowingly provided
14 false and fraudulent identification information to financial institutions for the
15 purpose of receiving a fraudulent benefit.

The RICO Predicate Acts

17 45. Defendants conducted or participated, directly or indirectly, in the
18 conduct, management, or operation of the enterprise's affairs through a "pattern of
19 racketeering activity" within the meaning of 18 U.S.C. § 1961(5).

Wire Fraud in Violation of 18 U.S.C. § 1343

21 46. Beginning on or about November 19, 2023, in furtherance of the
22 purpose of the RICO enterprise, Evans fraudulently used an Internet-accessible
23 computer to enter working hours for a fictitious employee, “Cailee Scott,” on
24 Paychex’s computerized payroll system for HOBC. The fictitious employee, and
25 no person acting on its behalf, performed work for HOBC, and by entering the false
26 time, Evans developed a scheme to defraud and did defraud HOBC. On or about
27 November 19, 2023, Evans caused Paychex to issue a payroll check in the amount
28 of \$1,000.00. The mailing address on the payroll records for Cailee Scott is the

1 same mailing address as Tia Evans. The foregoing actions by Evans, made in
2 furtherance of the purpose of the RICO enterprise, constitute a scheme or artifice to
3 defraud, or a scheme to obtain money by means of false or fraudulent pretenses or
4 representations, by use of wire communications in interstate commerce, all in
5 violation of 18 U.S.C. § 1343.

6 47. Over the next 20 months, Evans, acting on behalf of the RICO
7 enterprise, made approximately 2,200 separate and additional false and fraudulent
8 payroll entries, using additional fictitious names. In each instance, Evans used an
9 Internet-accessible computer to make the false and fraudulent entries and to cause
10 the payroll to issue by direct deposit to an account or accounts controlled by the
11 enterprise or a participant in the enterprise. To achieve a common goal of the
12 enterprise, Defendants knowingly and willfully concealed the false and fraudulent
13 nature of the time entries. At a minimum, the total amount of money stolen by
14 Defendants is \$5,241,566.94. A listing of each of the approximately 2,200 separate
15 fraudulent transactions, along with their dates of occurrence, are attached hereto as
16 Exhibit D. In each instance, these actions constitute a scheme or artifice to defraud,
17 or a scheme to obtain money by means of false or fraudulent pretenses or
18 representations, by use of wire communications in interstate commerce, all in
19 violation of 18 U.S.C. § 1343.

Bank Fraud in Violation of 18 U.S.C. § 1344

21 48. Beginning in or around November 2023 and continuing until June
22 2025, Evans, acting on behalf of the RICO enterprise, made approximately 2,200
23 separate false and fraudulent payroll entries using fictitious names. In each
24 instance, Evans caused Paychex to provide a false name and bank account number
25 associated with the employee identified in the payment request to HOCE or Sirens
26 Design's bank for payment of the direct deposit payroll. A listing of each of the
27 approximately 2,200 separate fraudulent transactions, along with their dates of
28 occurrence, are attached hereto as Exhibit D. In each instance, these actions

1 constitute a scheme or artifice to defraud a financial institution to obtain money or
2 other property under the custody or control of a financial institution by means of
3 false or fraudulent pretenses or representations, all in violation of 18 U.S.C. § 1344.

4 Identity Fraud in Violation of 18 U.S.C. § 1028

5 49. Beginning in or around November 2023 and continuing until June
6 2025, Evans, acting on behalf of the RICO enterprise, made approximately 2,200
7 separate false and fraudulent payroll entries using fictitious names. In each
8 instance, Evans provided a Social Security number for the fictitious employee,
9 because a Social Security number is required for the Paychex system to issue
10 payroll. In many of the approximately 2,200 fraudulent transactions, Evans caused
11 HOCB and Sirens Design to withhold Social Security and Medicaid tax using the
12 falsified Social Security number. A listing of each of the approximately 2,200
13 separate fraudulent transactions, along with their dates of occurrence, are attached
14 hereto as Exhibit D. Evans, in furtherance of the RICO enterprise's purpose,
15 knowingly used, without lawful authority, the Social Security numbers of other
16 individuals for the purpose of committing a violation of federal law and for the
17 purpose of committing a felony under the laws of California, all in violation of 18
18 U.S.C. § 1028(a)(7).

19 Access Device Fraud in Violation of 18 U.S.C. § 1029

20 50. Repeatedly and on numerous occasions throughout 2022 and 2023,
21 Evans and Evans HR Pros represented to Sirens Design and HOCB that a regular
22 function of a human resources executive in the United States was to manage payroll
23 and, accordingly, Evans and Evans HR Pros needed access to Plaintiffs' payroll
24 systems for the purpose of performing work on behalf of Plaintiffs. These
25 representations were false. The Paychex payroll computer system is an "access
26 device" as defined by 18 U.S.C. § 1029(e)(1) because it is a means of account
27 access that can be used to obtain money or can be used to initiate a transfer of
28 funds. Evans's use of the access device; i.e., the Paychex payroll system, was

1 obtained with intent to defraud and is therefore an unauthorized access device, as
2 defined by 18 U.S.C. § 1029(e)(3). Evans, knowingly and with intent to defraud,
3 used an unauthorized access device on approximately 2,200 separate and distinct
4 occasions to obtain at least \$5,241,566.94. A listing of each of the approximately
5 2,200 separate fraudulent transactions, along with their dates of occurrence, are
6 attached hereto as Exhibit D.

7 Money Laundering in Violation of 18 U.S.C. § 1956

8 51. Beginning in or around November 2023 and continuing until June
9 2025, Evans, acting on behalf of the RICO enterprise, made approximately 2,200
10 separate false and fraudulent payroll entries using fictitious names. In each
11 instance, Evans caused Paychex to issue payroll and cause a direct deposit of
12 money into an account controlled by Evans, Evans HR Pros, or other participants in
13 the RICO enterprise. Evans, knowing that the property involved in the financial
14 transactions represented a form of unlawful activity, directed or caused financial
15 transactions that, by using false and fictitious names in the books and records of
16 Paychex, HOBC, and Sirens Design, the financial transaction was designed, in
17 whole or in part, to conceal the nature, location, source, ownership, and control of
18 the proceeds of unlawful activity specified by 18 U.S.C. § 1961, all in violation of
19 18 U.S.C. § 1956.

20 Related and Continuous Activity

21 52. All of the predicate acts identified above are part of a common purpose
22 on the part of Defendants to enrich themselves by defrauding and stealing from
23 HOBC, Sirens Design, and their sole member, Connor Walker. Each of the
24 predicate acts, carried out using HOBC and Sirens Design's Paychex payroll
25 system, had the same or similar purposes, results, participants, victims, and
26 methods of commissions.

27 53. Defendants' conduct, by its nature, would have continued into the
28 future indefinitely by for Sirens Design and HOBC's discovery of the fraudulent

1 scheme and termination of Evans's access to the Paychex payroll system. Indeed,
2 Defendants' fraudulent scheme involved regular, repetitive payments over the
3 course of twenty months, and the last fraudulent transactions occurred just weeks
4 ago on June 6, 2025.

5 54. Evans HR Pros was organized on or around September 2022, and since
6 that time, has participated in hundreds of fraudulent and unlawful transactions
7 involving HOCB and Sirens Design. Unlawful transactions are a regular means of
8 conducting business for Evans HR Pros, and but for Defendants' discovery of the
9 fraud, Defendants would have continued to employ the underlying fraud against
10 Plaintiffs indefinitely. There is no finite or natural conclusion to Defendants'
11 scheme. Accordingly, Defendants' actions are open-ended in nature, have targeted
12 multiple victims, and constitute or pose a threat of continuation in the future.

13 55. In the alternative, Defendants engaged in a pattern of close-ended
14 criminal activity extending for a period of approximately 20 months, from
15 November 2023 to June 2025, upon Plaintiffs' discovery of the fraud. The scheme
16 involved over 2,000 separate predicate acts, targeted multiple victims, and various
17 predicate offenses.

18 56. As a direct and proximate result of one or more of the foregoing
19 predicate acts in violation of RICO, Plaintiffs have been injured in their business or
20 property in an amount not less than \$5,241,566.94.

21 **SECOND CLAIM FOR RELIEF**

22 **Conspiracy to Commit Civil Racketeering -- 18 U.S.C. § 1962(d)**
23 **(Against All Defendants)**

24 57. Plaintiffs incorporate by reference and reallege the preceding
25 paragraphs set forth above as if fully contained herein.

26 58. Through their conduct alleged in the Complaint, each of Defendants
27 knowingly joined the conspiracy to participate in the conduct of the affairs of the
28 RICO enterprise.

59. In addition, each of Defendants committed at least one act in furtherance of the conspiracy, and or consented to the commission of acts by others.

60. Defendants agreed and conspired to commit and carry out the foregoing violations of 18 U.S.C. § 1962(c) set forth in Count One, including some or all of the foregoing alleged predicate acts, and thereby have also violated 18 U.S.C. § 1962(d).

61. As a direct and proximate result of the foregoing conduct, Plaintiffs have been injured in their business and property, and have sustained actual damages, in an amount not less than \$5,241,566.94.

THIRD CLAIM FOR RELIEF

Breach of Contract

(Against Defendants Evans, Don Evans & Associates, and Evans HR Pros)

62. Plaintiffs incorporate by reference and reallege the preceding paragraphs set forth above as if fully contained herein.

63. On or about July 14, 2019, Plaintiffs and Evans entered into an oral agreement (the “Agreement”) pursuant to which Evans, through her companies Evans & Associates and, later, Evans HR Pros, would provide HR services and oversee Plaintiff’s payroll processes to ensure that Plaintiffs’ employees were compensated properly for the services performed for Plaintiffs.

64. The Agreement is a valid and enforceable agreement and Plaintiffs have satisfied all of their obligations under the Agreement, except those obligations that were excused as a result of Defendants' breaches.

65. Defendants breached the Agreement by, among other things, fraudulently issuing payments to Evans and her co-conspirators via purported payroll payments to fictitious employees.

66. As a direct and proximate result of Defendant's breach, Plaintiffs have suffered damages in an amount subject to proof at trial, but not less than \$5,241,566.94.

1 **FOURTH CLAIM FOR RELIEF**

2 **Money Had and Received**

3 **(Against Defendants All Defendants)**

4 67. Plaintiffs incorporate by reference and reallege the preceding
5 paragraphs set forth above as if fully contained herein.

6 68. Since November 2023, Defendants had and received at least
7 \$5,241,566.94 that was intended to be used for the benefit of Plaintiffs.

8 69. The money was not used for the benefit of Plaintiffs, but instead,
9 Defendants wrongly used the money for their own personal benefit.

10 70. To date, Defendants have not given or returned the money to Plaintiffs.

11 71. As a direct and proximate result of Defendants' conduct, Plaintiffs
12 have suffered damages in an amount to be proved at trial, but not less than
13 \$5,241,566.94.

14 **FIFTH CLAIM FOR RELIEF**

15 **Constructive Trust**

16 **(Against All Defendants)**

17 72. Plaintiffs incorporate by reference and reallege the preceding
18 paragraphs set forth above as if fully contained herein.

19 73. As a result of Defendants' theft, fraudulent misrepresentations, and
20 otherwise wrongful conduct as alleged herein, Plaintiffs have suffered damages,
21 including loss of stolen money, attorneys' fees, costs, and expenses. The amount of
22 these damages is known to be at least \$5,241,566.94. Plaintiffs' damages continue
23 to accrue.

24 74. By reason of the fraudulent and otherwise wrongful manner in which
25 Defendants obtained their alleged right, claim, or interest in and to the bank
26 accounts, funds in any financial institutions, retirement accounts, and all other real
27 and personal property, whether in Defendants' name or transferred to a third party,
28 Defendants have no legal or equitable right, claim, or interest therein. Instead,

1 Defendants or other third parties are involuntary trustees holding said property and
2 profits therefrom in constructive trust for Plaintiffs with the duty to convey the
3 same to Plaintiffs.

4 75. Plaintiffs request this Court declare Defendants to be involuntary
5 trustees of a constructive trust of all real and personal property, including bank
6 accounts, funds in any financial institutions, retirement accounts, and all other such
7 property, that Defendants received as a result of Defendants' conduct alleged
8 herein.

SIXTH CLAIM FOR RELIEF

Conversion

(Against All Defendants)

12 76. Plaintiffs incorporate by reference and reallege the preceding
13 paragraphs set forth above as if fully contained herein.

14 77. Plaintiffs owned, possessed, or had a right to possess approximately
15 \$5,241,566.94 at issue in this matter as these were funds properly obtained and held
16 by Plaintiffs.

17 78. The funds are specifically identifiable through records contained in
18 Plaintiffs' Paychex platform and the reports of auditors retained by Plaintiffs.

19 79. Defendants substantially interfered with Defendants' funds by
20 knowingly or intentionally taking possession of the funds, which Defendants have
21 not returned to Plaintiffs, by creating false time entries for hours not worked by
22 fictitious employees, causing the funds to be distributed by Defendants when not
23 owed to them by Plaintiffs.

24 80. But for Defendants' fraudulent misrepresentations that such time
25 entries were for amounts properly owed to Defendants, Plaintiffs would not have
26 transferred the funds to Defendants.

27 81. As a direct and proximate result of Defendants' conversion, Plaintiffs
28 have suffered damages, including loss of stolen money, attorneys' fees, costs, and

1 expenses in an amount of no less than \$5,241,566.94. Plaintiffs' damages continue
2 to accrue.

3 82. Defendants' acts of conversion as alleged above were undertaken with
4 the intent of depriving Plaintiffs of their property or legal rights or otherwise
5 causing injury, and were despicable, malicious, oppressive, and/or fraudulent
6 conduct that subjected Plaintiffs to a cruel and unjust hardship in conscious
7 disregard of Plaintiffs' rights, so as to justify an award of exemplary and punitive
8 damages in an amount to be proven at trial.

SEVENTH CLAIM FOR RELIEF

Breach of Fiduciary Duty

(Against Defendant Tia Evans)

12 83. Plaintiffs incorporate by reference and reallege the preceding
13 paragraphs set forth above as if fully contained herein.

14 84. Based on her role in overseeing the entirety of Plaintiffs' Human
15 Resources and payroll systems for Plaintiffs' U.S. retail stores, Defendant Tia
16 Evans owed Plaintiffs a fiduciary duty to act with the utmost good faith in the best
17 interest of Plaintiffs. Evans also owed Plaintiffs a duty of loyalty to not use
18 Plaintiffs' property or confidential information for her own purposes.

19 85. Evans violated her relationship of trust and confidence with Plaintiff,
20 breaching her fiduciary duties, and failed to act as a reasonable and careful agent
21 by, among other things:

22 a. Creating fictitious employee profiles within Plaintiffs' Paychex
23 system;

24 b. Creating false manual time entries within the Paychex system
25 purportedly reflecting hours worked by the fictitious employees; and

26 c. Causing or directing Plaintiffs' Paychex platform to issue payroll
27 payments in the name of the fictitious employees, and directing those payments to
28 bank accounts owned or controlled by Evans.

86. As a direct, foreseeable, and proximate result of Defendant's breach of fiduciary duties, Plaintiffs have suffered damages, including loss of stolen money, attorneys' fees, costs, and expenses in an amount of least \$5,241,566.94. Plaintiffs' damages continue to accrue.

5 87. Defendant's breach of fiduciary duties as alleged above was
6 undertaken with the intent of depriving Plaintiffs of their property or legal rights or
7 otherwise causing injury, and were despicable, malicious, oppressive, and/or
8 fraudulent conduct that subjected Plaintiffs to a cruel and unjust hardship in
9 conscious disregard of Plaintiffs' rights, so as to justify an award of exemplary and
10 punitive damages in an amount to be proven at trial.

EIGHTH CLAIM FOR RELIEF

Fraudulent Concealment

(Against All Defendants)

14 88. Plaintiffs incorporate by reference and reallege the preceding
15 paragraphs set forth above as if fully contained herein.

16 89. Plaintiffs are informed and believed, and on that basis allege, that
17 Defendants suppressed or concealed the following material facts, among others:

18 a. Creating fictitious employee profiles within Plaintiffs' Paychex
19 system;

20 b. Creating false manual time entries within the Paychex system
21 purportedly reflecting hours worked by the fictitious employees;

22 c. Causing or directing Plaintiffs' Paychex platform to issue payroll
23 payments in the name of the fictitious employees, and directing those payments to
24 bank accounts owned or controlled by Defendants; and

25 d. Concealing and covering up their embezzlement scheme through
26 manipulation and deceit.

27 90. Plaintiffs are informed and believe, and on that basis allege, that the
28 suppression or concealment of information herein alleged was undertaken with the

intent to induce Plaintiffs to act in reliance thereon and in the manner herein alleged.

91. At the time of Defendants' concealment and suppression, Plaintiffs were ignorant of the information concealed or suppressed by Defendants. If Plaintiffs had been aware of the existence of the facts not disclosed by Defendants, Plaintiffs would not have paid Defendants the unearned amounts or allowed Defendants to continue in their employment and/or contractual relationships.

8 92. As a direct, foreseeable, and proximate result of Defendants'
9 fraudulent concealment, Plaintiffs have suffered damages, including loss of stolen
10 money, attorneys' fees, costs, and expenses in an amount of at least \$5,241,566.94.
11 Plaintiffs' damages continue to accrue.

12 93. As Defendants obtained funds from Plaintiffs in the amount of at least
13 \$5,241,566.94 through fraudulent means, Defendants owe restitution to Plaintiffs.
14 By fraudulently obtaining said funds, Defendants received a benefit at Plaintiffs'
15 expense, and it would be unjust for Defendants to retain said benefit.

16 94. Defendants' fraudulent concealment as alleged above was undertaken
17 with the intent of depriving Plaintiffs of their property or legal rights or otherwise
18 causing injury, and were despicable, malicious, oppressive, and/or fraudulent
19 conduct that subjected Plaintiffs to a cruel and unjust hardship in conscious
20 disregard of Plaintiffs' rights, so as to justify an award of exemplary and punitive
21 damages in an amount to be proven at trial.

NINTH CLAIM FOR RELIEF

Constructive Fraud

(Against Defendant Tia Evans)

25 95. Plaintiffs incorporate by reference and reallege the preceding
26 paragraphs set forth above as if fully contained herein.

27 96. Defendant Evans owed Plaintiffs fiduciary duties. Specifically, Evans
28 agreed to act as Plaintiffs' consultant and to oversee Plaintiffs' Human Resources

1 and payroll systems to ensure that Plaintiffs' employees were paid for work
2 performed for Plaintiffs. As such, a confidential relationship existed at all relevant
3 times herein between Plaintiffs and Evans. In that regard, Plaintiffs placed
4 confidence in the fidelity and integrity of Evans in entrusting her with the
5 responsibility to accurately and honestly process Plaintiffs' payroll obligations to
6 employees.

7 97. Despite having voluntarily accepted the trust and confidence reposed
8 in her with regard to Plaintiffs' finances, and in violation of this relationship of trust
9 and confidence, Evans abused the trust and confidence of Plaintiff by, among other
10 things:

- 11 a. Creating fictitious employee profiles within Plaintiffs' Paychex
12 system;
- 13 b. Creating false manual time entries within the Paychex system
14 purportedly reflecting hours worked by the fictitious employees;
- 15 c. Causing or directing Plaintiffs' Paychex platform to issue payroll
16 payments in the name of the fictitious employees, and directing those payments to
17 bank accounts owned or controlled by Defendants; and
- 18 d. Concealing and covering up their embezzlement scheme through
19 manipulation and deceit.

20 98. Plaintiffs are informed and believe, and on that basis allege, that the
21 suppression or concealment of information herein alleged was undertaken with the
22 intent to induce Plaintiffs to act in reliance thereon and in the manner herein
23 alleged.

24 99. At the time of Defendants' concealment and suppression, Plaintiffs
25 were ignorant of the information concealed or suppressed by Defendants. If
26 Plaintiffs had been aware of the existence of the facts not disclosed by Defendants,
27 Plaintiffs would not have paid Defendants the unearned amounts or allowed
28 Defendants to continue in their employment and/or contractual relationships.

1 100. As a direct, foreseeable, and proximate result of Defendants'
2 constructive fraud, Plaintiffs have suffered damages, including loss of stolen
3 money, attorneys' fees, costs, and expenses in an amount of at least \$5,241,566.94.
4 Plaintiffs' damages continue to accrue.

5 101. Defendants' constructive fraud as alleged above was undertaken with
6 the intent of depriving Plaintiffs of their property or legal rights or otherwise
7 causing injury, and were despicable, malicious, oppressive, and/or fraudulent
8 conduct that subjected Plaintiffs to a cruel and unjust hardship in conscious
9 disregard of Plaintiffs' rights, so as to justify an award of exemplary and punitive
10 damages in an amount to be proven at trial.

TENTH CLAIM FOR RELIEF
Unjust Enrichment
(Against All Defendants)

14 102. Plaintiffs incorporate by reference and reallege the preceding
15 paragraphs set forth above as if fully contained herein.

16 103. Through their deceptive acts alleged herein, Defendants caused
17 Plaintiffs to pay at least \$5,241,566.94 in unearned compensation to themselves
18 over the course of approximately 20 months in a scheme to defraud Plaintiffs.

19 104. As a result of Defendants' wrongful conduct, Defendants have been
20 unjustly enriched at the expense of Plaintiffs and have unjustly retained the benefits
21 of Defendants' wrongful conduct.

22 105. As a direct, foreseeable, and proximate result of Defendants' fraud and
23 deceit, Plaintiffs have suffered damages, including loss of stolen money, attorneys'
24 fees, costs, and expenses in an amount of at least \$5,241,566.94. Plaintiffs'
25 damages continue to accrue.

26 106. Plaintiffs are entitled to a constructive trust and restitution of the
27 amounts wrongfully taken and retained by Defendants at Plaintiffs' expense.

28 //

ELEVENTH CLAIM FOR RELIEF
Violation of Cal. Penal Code § 496(c)
(Against All Defendants)

107. Through their deceptive acts alleged herein, Defendants violated California Penal Code section 496 by knowingly receiving property that was stolen from Plaintiffs or obtained Plaintiffs' property in a manner constituting theft by fraud.

8 108. Specifically, Defendants caused Plaintiffs to make no less than
9 \$5,241,566.94 in fraudulent payroll payments to fictitious employees created by
10 Evans as part of the embezzlement scheme. .

11 109. As a direct and proximate result of Defendants' conduct, Plaintiffs
12 have suffered damages in the amount of no less than \$5,241,566.94 plus accrued
13 interest, attorney's fees, and costs in an amount according to proof at trial.

14 110. Pursuant to California Penal Code section 496(c), Plaintiffs are entitled
15 to three times the amount of their actual damages in an amount to be proven.

TWELFTH CLAIM FOR RELIEF

Declaratory Relief

(Against All Defendants)

19 111. Plaintiffs reallege and incorporate by reference each allegation
20 contained above.

112. Various controversies exist among the parties including but not limited
to whether Plaintiffs are:

- a. Entitled to the proceeds of certain bank accounts held by Defendants;
- b. Entitled to funds in any financial institution held by Defendants;
- c. Entitled to funds in any retirement accounts owned by Defendants;
- d. Entitled to real property owned by Defendants;
- e. Entitled to personal property owned by defendants.

113. A judicial determination is necessary to ascertain the rights of the

1 parties in connection with the above-pled wrongful embezzlement of Plaintiffs'
2 assets.

3 **THIRTEENTH CLAIM FOR RELIEF**

4 **Injunctive Relief**

5 **(Against All Defendants)**

6 114. Plaintiffs reallege and incorporate by reference each allegation
7 contained above.

8 115. Plaintiffs seek a temporary restraining order and preliminary and
9 permanent injunctive relief freezing Defendants' bank accounts and enjoining
10 Defendants from concealing, using, converting, transferring, or disposing the funds
11 obtained by their wrongful embezzlement of Plaintiffs' assets.

12 116. Plaintiffs will further articulate the basis for this injunctive relief in an
13 accompanying motion.

14 **PRAYER FOR RELIEF**

15 WHEREFORE, in consideration of the foregoing, Plaintiffs seek:

16 1. For damages in an amount to be proven at trial;

17 2. For recovery of monies wrongfully obtained by Defendants under the
18 guise of payroll wages;

19 3. For restitution of the monies wrongfully obtained by Defendants as a
20 result of their wrongful acts in an amount to be proven at trial;

21 4. For a declaration that Defendants hold the funds in any bank accounts,
22 financial institutions, and retirement accounts, as well as all other real and personal
23 property of Defendants as constructive trustees for the benefit of Plaintiff;

24 5. For disgorgement of all monies belonging to Plaintiffs received from
25 any person arising out of the embezzlement of funds perpetrated by Defendants and
26 all profits earned through the use of those monies;

27 6. A temporary restraining order and a preliminary and permanent
28 injunction freezing Defendants' bank accounts and enjoining Defendants from

1 concealing, using, converting, transferring, or disposing the funds obtained from
2 Plaintiffs via unlawful means;

3 7. For punitive damages in an amount appropriate to punish Defendant
4 and deter others from engaging in similar conduct;

5 8. For interest on the damages according to proof at the legal rate;

6 9. For attorneys' fees and cost of suit incurred herein; and

7 10. Such other, further, and/or different relief as may be just and proper.

8
9 DATED: June 30, 2025

BUCHALTER
A Professional Corporation

11 By: /s/ Pooya E. Sohi

12 POOYA E. SOHI
13 JACK R. SCHARRINGHAUSEN
14 KEVIN CONNELLY
15 Attorneys for Plaintiffs,
16 HOCB RETAIL LLC and SIRENS
17 DESIGN LLC

18 **JURY DEMAND**

19 Plaintiffs hereby demand a jury trial on all issues so triable.

VERIFICATION

I, John Hodgson, have been appointed as an officer and director of Sirens Design Ltd. I am authorized to make this verification for and on behalf of the Plaintiffs.

I have read the foregoing Verified Complaint and know its contents. The matters stated in the foregoing Verified Complaint are true to my own knowledge or based on information that I have reviewed from company records that I believe to be truthful and accurate, except as to the matters which are therein stated upon information or belief, and as to those matters I believe them to be true.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed at _____, Monday this 30 day of June, 2025.

